

ORDER FOR SUPPLIES OR SERVICES										PAGE 1 OF 7																																				
1. CONTRACT PURCH ORDER/AGREEMENT NO. SP0700-99-D-9727			2. DELIVERY ORDER/CALL NO. BR35		3. DATE OF ORDER/CALL (YYYYMMDD) 2004JUN25		4. REQUISITION/PURCH REQUEST NO. SEE SCHEDULE		5. PRIORITY DOA4																																					
6. ISSUED BY TACOM WARREN AMSTA-AQ-AHPC SHIRLEY GHARAGOZLOO (586)574-7163 WARREN, MICHIGAN 48397-5000 EMAIL: GHARAGOS@TACOM.ARMY.MIL HTTP://CONTRACTING.TACOM.ARMY.MIL			CODE W56HZV		7. ADMINISTERED BY (If other than 6) DCMA HUNTSVILLE BIRMINGHAM GROUP BURGER PHILLIPS CENTER 1910 THIRD AVE. NORTH, RM 201 BIRMINGHAM, AL 35203-2376			CODE S0101A		8. DELIVERY FOB <input type="checkbox"/> DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule if other)																																				
9. CONTRACTOR CUMMINS ENGINE COMPANY AFTERMARKET 4155 QUEST WAY MEMPHIS, TN. 38115-5017 NAME AND ADDRESS TYPE BUSINESS: Large Business Performing in U.S.			CODE 0B8S3		FACILITY		10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE			11. X IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMAN-OWNED																																				
12. DISCOUNT TERMS Net 30 Days			13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Block 15																																											
14. SHIP TO SEE SCHEDULE			CODE		15. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER DFAS-CO/SOUTH ENTITLEMENT OPERATION P.O. BOX 182264 COLUMBUS, OH 43218-2264				CODE HQ0338		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2																																			
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td rowspan="3" style="width: 10%; text-align: center; vertical-align: middle;">16. TYPE OF ORDER</td> <td style="width: 10%; text-align: center;">DELIVERY/ CALL</td> <td style="width: 5%; text-align: center;"><input checked="" type="checkbox"/></td> <td colspan="9" style="padding: 5px;">THIS DELIVERY ORDER IS ISSUED ON ANOTHER GOVERNMENT AGENCY OR IN ACCORDANCE WITH AND SUBJECT TO TERMS AND CONDITIONS OF ABOVE NUMBERED CONTRACT.</td> </tr> <tr> <td rowspan="2" style="text-align: center; vertical-align: middle;">PURCHASE</td> <td colspan="11" style="padding: 5px;"> Reference your <input type="checkbox"/> Oral <input type="checkbox"/> Written Quotation _____, Dated _____. _____ furnish the following on terms specified herein. </td> </tr> <tr> <td colspan="11" style="padding: 5px;"> ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME. </td> </tr> </table>												16. TYPE OF ORDER	DELIVERY/ CALL	<input checked="" type="checkbox"/>	THIS DELIVERY ORDER IS ISSUED ON ANOTHER GOVERNMENT AGENCY OR IN ACCORDANCE WITH AND SUBJECT TO TERMS AND CONDITIONS OF ABOVE NUMBERED CONTRACT.									PURCHASE	Reference your <input type="checkbox"/> Oral <input type="checkbox"/> Written Quotation _____, Dated _____. _____ furnish the following on terms specified herein.											ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.										
16. TYPE OF ORDER	DELIVERY/ CALL	<input checked="" type="checkbox"/>	THIS DELIVERY ORDER IS ISSUED ON ANOTHER GOVERNMENT AGENCY OR IN ACCORDANCE WITH AND SUBJECT TO TERMS AND CONDITIONS OF ABOVE NUMBERED CONTRACT.																																											
	PURCHASE	Reference your <input type="checkbox"/> Oral <input type="checkbox"/> Written Quotation _____, Dated _____. _____ furnish the following on terms specified herein.																																												
		ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.																																												
<table style="width:100%;"> <tr> <td style="width: 25%; text-align: center;">NAME OF CONTRACTOR</td> <td style="width: 25%; text-align: center;">SIGNATURE</td> <td style="width: 25%; text-align: center;">TYPED NAME AND TITLE</td> <td style="width: 25%; text-align: center;">DATE SIGNED (YYYYMMDD)</td> </tr> </table> <input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:												NAME OF CONTRACTOR	SIGNATURE	TYPED NAME AND TITLE	DATE SIGNED (YYYYMMDD)																															
NAME OF CONTRACTOR	SIGNATURE	TYPED NAME AND TITLE	DATE SIGNED (YYYYMMDD)																																											
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE SEE SCHEDULE																																														
18. ITEM NO.		19. SCHEDULE OF SUPPLIES/SERVICE				20. QUANTITY ORDERED/ ACCEPTED*		21. UNIT	22. UNIT PRICE		23. AMOUNT																																			
		SEE SCHEDULE CONTRACT TYPE: Fixed-Price Economic Price Adjustment KIND OF CONTRACT: Supply Contracts and Priced Orders																																												
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.						24. UNITED STATES OF AMERICA ELLEN DENNIS /SIGNED/ DENNISE@TACOM.ARMY.MIL (586)574-8056 BY: _____ CONTRACTING/ORDERING OFFICER				25. TOTAL \$2,090.00		26. DIFFERENCES																																		
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO CONTRACT EXCEPT AS NOTED _____																																														
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						c. DATE (YYYYMMDD)		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE																																						
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE						28. SHIP. NO.		29. D.O. VOUCHER NO.		30. INITIALS																																				
f. TELEPHONE NUMBER						g. E-MAIL ADDRESS																																								
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.						31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR																																				
a. DATE (YYYYMMDD)		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				34. CHECK NUMBER		35. BILL OF LADING NO.																																						
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED (YYYYMMDD)		40. TOTAL CONTAINERS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.																																				

Name of Offeror or Contractor: CUMMINS ENGINE COMPANY AFTERMARKET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	NSN: 5305-01-432-2683 FSCM: 15434 PART NR: 3070122 SECURITY CLASS: Unclassified				
0001AA	<u>PRODUCTION QUANTITY</u> NOUN: SCREW,CAP,HEXAGON H PRON: EH4Y6188EH PRON AMD: 03 ACRN: AA AMS CD: 070011 <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE UNIT PACK: 008 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin The place of performance and the inspection/acceptance point for this Delivery Order is as follows: Cummins Engine Company Aftermarket (CAGE 0B8S3) 4155 Quest Way Memphis, TN 38115 				

Name of Offeror or Contractor: CUMMINS ENGINE COMPANY AFTERMARKET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<div>SP0700-99-D-9727/BR35</div> <div><div>DOC</div><div>SUPPL</div><div><div>REL CD</div><div>MILSTRIP</div><div>ADDR</div><div>SIG CD</div><div>MARK FOR</div><div>TP CD</div></div><div><div>002</div><div>W56HZV4174T601</div><div>W25G1U</div><div>J</div><div></div><div>2</div></div><div><div>DEL REL CD</div><div>QUANTITY</div><div>DEL DATE</div></div><div><div>001</div><div>384</div><div>31-AUG-2004</div></div></div> <div>FOB POINT: Origin</div> <div><div>SHIP TO: FREIGHT ADDRESS</div><div>(W25G1U) XU TRANSPORTATION OFFICER</div><div>DDSP NEW CUMBERLAND FACILITY</div><div>BUILDING MISSION DOOR 113 134</div><div>NEW CUMBERLAND PA 17070-5001</div></div> <div><div>CONTRACT/DELIVERY ORDER NUMBER</div><div>SP0700-99-D-9727/BR35</div></div> <div><div>DOC</div><div>SUPPL</div><div><div>REL CD</div><div>MILSTRIP</div><div>ADDR</div><div>SIG CD</div><div>MARK FOR</div><div>TP CD</div></div><div><div>003</div><div>W56HZV4174T602</div><div>SW3227</div><div>J</div><div></div><div>2</div></div><div><div>DEL REL CD</div><div>QUANTITY</div><div>DEL DATE</div></div><div><div>001</div><div>152</div><div>31-AUG-2004</div></div></div> <div>FOB POINT: Origin</div> <div><div>SHIP TO: FREIGHT ADDRESS</div><div>(SW3227) DEF DIST DEPOT RED RIVER</div><div>RECEIVING BLDG 499</div><div>10TH STREET AND K AVENUE</div><div>TEXARKANA TX 75507-5000</div></div> <div><div>CONTRACT/DELIVERY ORDER NUMBER</div><div>SP0700-99-D-9727/BR35</div></div> <div><div>DELIVERY ACCELERATION IS AUTHORIZED</div><div>PROVIDED THERE WILL BE NO ADDITIONAL</div><div>COST TO THE GOVERNMENT.</div></div> <div><div>PARTIAL SHIPMENTS ARE ENCOURAGED.</div></div> <div><div>(End of narrative F002)</div></div>				

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN SP0700-99-D-9727/BR35 MOD/AMD	Page 4 of 7
Name of Offeror or Contractor: CUMMINS ENGINE COMPANY AFTERMARKET		

PACKAGING AND MARKING

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.211-4517 (TACOM)	PACKAGING REQUIREMENTS (COMMERCIAL)	JUN/2004

(a) The preservation, packing, and marking requirements for this contract/order shall be accomplished in accordance with the performance requirements defined herein. The following Packaging requirements shall apply:

LEVEL OF PRESERVATION: Commercial

LEVEL OF PACKING: Commercial

QUANTITY PER UNIT PACKAGE: 008 (AT CONTRACTOR REQUEST, RATHER THAN 001 AS PREFERRED BY THE GOVERNMENT)

(1) Packaging: Preservation, packaging, packing, unitization and marking furnished by the supplier shall provide protection for a minimum of one year and meet or exceed the following requirements. It also provides for multiple handling, redistribution and shipment by any mode.

(2) Cleanliness: Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.

(3) Preservation: Items susceptible to corrosion or deterioration shall be provided protection by means of preservative coatings, volatile corrosion inhibitors, desiccants, waterproof and/or watervaporproof barriers.

(4) Cushioning: Items requiring protection from physical and mechanical damage (e.g. fragile, sensitive, material critical) or which could cause physical damage to other items, shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.

(b) Unit Package: A unit package shall be so designed and constructed that it will contain the contents with no damage to the item(s), and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling. The outermost component of a unit package shall be a container such as a sealed bag, carton or box.

(c) Unit Package Quantity: Unless otherwise specified, the unit package quantity shall be one each part, set, assembly, kit, etc.

(d) Intermediate Package: Intermediate packaging is required whenever one or more of the following conditions exists:

- (1) The quantity is over one (1) gross of the same national stock number,
- (2) Use enhances handling and inventorying,
- (3) The exterior surfaces of the unit pack is a bag of any type, regardless of size,
- (4) The unit pack is less than 64 cubic inches,
- (5) The weight of the unit pack is under five (5) pounds and no dimension is over twelve (12) inches.

Intermediate containers shall be limited to a maximum of 100 unit packs, a net load of 40 pounds, or a maximum volume of 1.5 cubic feet, whichever occurs first.

(e) Packing:

(1) Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers. All shipping containers shall be the most cost effective and shall be of minimum cube to contain and protect the items.

(2) Shipping Containers: The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. The shipping container shall be capable of multiple handling, stacking at least ten feet high, and storage under favorable conditions (such as enclosed facilities) for a minimum of one year.

(f) Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall be of a size to allow for placement of two loads high and wide in a conveyance. The weight capacity of the pallet must be adequate for the load. The preferred commercial expendable pallet is a 40 x 48 inch, 4-way entry pallet although variations may be permitted as dictated by the characteristics of the items being unitized. The load shall be contained in a manner that will permit safe handling during shipment and storage.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN SP0700-99-D-9727/BR35 MOD/AMD	Page 5 of 7
Name of Offeror or Contractor: CUMMINS ENGINE COMPANY AFTERMARKET		

(g) Marking:

- (1) All unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129P(2), dated 10 Feb 2004, including bar coding. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract/order or not. Special markings include, but are not limited to, Shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive materiel will not identify the nature of the materiel.
- (2) Contractors and vendors shall apply identification and address markings with bar codes in accordance with this standard. For shipments moving to overseas locations and for mobile deployable units, the in-the-clear address must also include the host country geographic address and the APO/FPO address. A Military Shipment Label (MSL) is required for all shipments except contractor to contractor. The MSL will include both linear and 2D bar codes per the standard. DVD shipment documentation must also be marked with additional bar codes. The DD Form 250 or the commercial packing list shall have additional issue/receipt bar coding applied as per Direct Vendor Delivery Shipments in the standard (except for deliveries to DLA Distribution Depots, e.g. New Cumberland, San Joaquin, Red River, Anniston). Packing lists are required in accordance with the Standard, see paragraph 5.3.
- (3) Contractor to contractor shipments shall have the address markings applied to the identification marked side of the exterior shipping container or to the unitized load markings. The following shall be marked "FROM: name and address of consignor and TO: name and address of consignee."
- (4) Computer Automated Transportation Tool (CATT). The following website provides detailed instructions for downloading and installing the Military Shipment Label/Issue Receipt Document (CATT MSL/IRRD) software that will generate a Military Shipping Label to include the required Code 39 and 2D (PDF417) bar codes on the label: <http://www.asset-trak.com/catt/msl_irrd/mslirrdmain.htm> This program was developed by the Army and is free to those with government contracts. Commercial software is also available for compliance with the requirements of MIL-STD 129P and may be purchased by contractors for use in producing labels. Ensure that the ship to and mark for in-the-clear delivery address is complete including: consignees name, organization, department name, office, building, room, street address, city, state, country code, & DODAAC.
- (h) Hazardous Materials (As applicable):
- (1) Hazardous Materials is defined as a substance or waste which has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated. (This includes all items listed as hazardous in Titles 29, 40 and 49 CFR and other applicable modal regulations effective at the time of shipment.)
- (2) Packaging and marking for hazardous material shall comply with the requirements herein for the mode of transport and the applicable performance packaging contained in the following documents:
- International Air Transport Association (IATA) Dangerous Goods Regulations
International Maritime Dangerous Goods Code (IMDG)
Code of Federal Regulations (CFR) Title 29, Title 40 and Title 49
Joint Service Regulation AFJMAN24-204/TM38-250/NAVSUPPUB 505/MCO
P4030.19/DLAM 4145.3 (for military air shipments).
- (3) If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations Recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.
- (4) A Product Material Safety Data Sheets (MSDS) is required to be included with every unit pack and intermediate container and shall be included with the packing list inside the sealed pouch attached to the outside of the package.
- (i) Heat Treatment and Marking of Wood Packaging Materials: Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. All non-manufactured wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment. Marking. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens; on two sides of the pallet. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organizations compliance program.
- (j) Quality Assurance: The contractor is responsible for establishing a quality system. Full consideration to examinations, inspections, and tests will be given to ensure the acceptability of the commercial package.
- (k) SUPPLEMENTAL INSTRUCTIONS: NONE.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN SP0700-99-D-9727/BR35 MOD/AMD	Page 6 of 7
Name of Offeror or Contractor: CUMMINS ENGINE COMPANY AFTERMARKET		

[End of Clause]

Name of Offeror or Contractor: CUMMINS ENGINE COMPANY AFTERMARKET

CONTRACT ADMINISTRATION DATA

PRON/										JOB					
LINE	AMS	CD/	OBLG							ORDER	ACCOUNTING		OBLIGATED		
<u>ITEM</u>	<u>MIPR</u>		<u>ACRN</u>	<u>STAT</u>	<u>ACCOUNTING CLASSIFICATION</u>					<u>NUMBER</u>	<u>STATION</u>		<u>AMOUNT</u>		
0001AA	EH4Y6188EH		AA	2	97	X4930AC6D	6D	26FB	S20113		W56HZV	\$	2,090.00		
	070011														
												TOTAL	\$	2,090.00	
SERVICE										ACCOUNTING		OBLIGATED			
<u>NAME</u>	<u>TOTAL BY ACRN</u>		<u>ACCOUNTING CLASSIFICATION</u>							<u>STATION</u>		<u>AMOUNT</u>			
Army		AA	97	X4930AC6D	6D	26FB	S20113			W56HZV	\$	2,090.00			
												TOTAL	\$	2,090.00	